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TRUST DEED

23 391 885

THE ABOVE SPACE FOR RECORDERS USE ONLY

0195-98-79

THIS INDENTURE, Made February 11, 1976, between American National Bank and Trust Company of Chicago, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Company in pursuance of a Trust Agreement dated February 2, 1976 and known as trust number 38426, herein referred to as "First Party," and

CREDA'S BUILT-UP TRUST COMPANY

herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS First Party has concurrently herewith executed an instalment note bearing even date herewith in the Principal Sum of Seventeen Thousand Forty Three and 02/100ths (\$17,043.02)----- Dollars, made payable to BEARER

and delivered, in and by which said Note the First Party promises to pay out of that portion of the trust estate subject to said Trust Agreement and hereinafter specifically described, the said principal sum in Sixty instalments as follows: Three Hundred Forty Five and 63/100ths----- DOLLARS on the First day of March 1976, and Three Hundred Forty Five and 63/100ths----- DOLLARS

on the First day of each and every month----- thereafter, to and including the First day of January 1981, with a final payment of the balance due on the First day of February 1981, with interest From February 17, 1976, on the principal balance

from time to time unpaid at the rate of Eight per cent per annum payable eight monthly; each of said instalments of principal bearing interest after maturity at the rate of eight per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Chicago, Illinois. Payments to be applied first to interest and the balance in reduction of principal.

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Michael D. Falls in said City, NOW, THEREFORE, First Party to assure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, done by these presents grant, convey, release, assign and money unto the Trustee, its successors and assigns, the following described Real Estate situated, lying and being in the COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

Lot 2 in the Subdivision of Lots 16 to 22, both inclusive, in Block 43 in Rogers Park in Section 31, Township 4 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

This instrument prepared by Frank Scarpelli, 221 W. LaSalle St. Chicago, Ill.

10.00

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, fixtures, accessories, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as First Party, its successors or assigns may be entitled thereto which are abridged presently and are a trust with said real estate and not appurtenant; and all appliances, equipment or articles now or hereafter shown or shown used to supply heat, gas, air conditioning, water, light, power, refrigeration, telephone, single line or centrally controlled, and sanitation, including (without restricting the foregoing), screens, window shades, storm doors and windows, door closers, inside lock, awnings, slats and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar appliances, equipment or articles hereafter placed in the premises by First Party or its successors or assigns shall be considered as constituting part of the real estate. TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein in all such.

IF IT IS FURTHER UNDERSTOOD AND AGREED THAT: 1. That the subdivisions aforesaid shall be fully paid, and in case of the failure of First Party, its successors or assigns to: (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) keep said premises in good condition and repair, without water, and free from encumbrances or other liens or claims for work not specially subordinated to the full payment of the said premises which may be levied by a lien or charge on the premises superior to the lien hereof; and upon request, shall reimburse the holder of the discharge of such lien to trustee or to holders of the notes; (c) complete within a reasonable time any building on buildings now or at any time in process of erection upon said premises; (d) comply with all requirements of law or municipal ordinance with respect to the premises now, then, and hereafter, except as required by law or ordinance; (e) pay in full under present, or in the future, all taxes, and pay special taxes, special assessments, water charges, street service charges, and other charges against the premises now, then, and hereafter, except as required by law or ordinance; (f) keep all buildings and improvements on the premises insured by the insurance companies of First Party or other to pay the cost of replacing or repairing the same to the pay in full the indemnities covered hereby; all in accordance with the terms of the notes, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the

FOR RECORDERS INDEX PURPOSES EVERY STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HERE

NAME Michael D. Falls
STREET One W. LaSalle St.
CITY Chicago, Ill.
OR
INSTRUCTIONS
RECORDERS OFFICE BOX NUMBER 533

23 391 885

holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each note; and to deliver all policies, including addition and renewal policies, to holders of the note, and in case of insurance about to expire, to deliver renewal policies not less than ten days prior to the respective date of expiration, then if either or the holders of the note may, but need not, make any loan of premium and all beneficiaries and funds in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on such encumbrances, if such said policies, certificates, endorsements or other are in line or other form law or title or claim thereof, as herein provided, and the date of forfeiture affecting said premises or other any tax or assessment, all notices and for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other charges, advanced by Trustee or the holders of the note to protect the mortgage premium and bond and identification number herein, and shall become immediately due and payable without note and with interest thereon at the rate of seven per cent per annum, if default of Trustee or holders of the note shall never be corrected as a matter of any right herein to them on account of any of the provisions of this paragraph.

COOK COUNTY CLERK
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THIS TRUST DEED is executed by the American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed to limit the power and authority of the Trustee in any way or to prevent the Trustee from exercising any power or authority which may be conferred upon it by any instrument in writing filed in the office of the Recorder of Deeds of the county in which the premises are situated, and which purports to be executed on behalf of the Trustee.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and signed by its Assistant Secretary, the day and year first above written.

American National Bank & Trust Company of Chicago
as Trustee as aforesaid



By: *[Signature]*
Assistant Secretary

STATE OF ILLINOIS
COUNTY OF COOK



The undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunto affixed and signed by its Assistant Secretary, the day and year first above written.

[Signature]
Notary Public

IMPORTANT
FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER,
THE NOTE SECURED BY THIS TRUST DEED SHOULD BE IDENTIFIED
BY THE TRUSTEE NAMED HEREIN BEFORE THE TRUST DEED
IS FILED FOR RECORD

The Instrument Note mentioned in the within Trust Deed has been identified
herein under Identification No. *[Number]*
CHICAGO TITLE & TRUST COMPANY, TRUSTEE
By: *[Signature]*
Assistant Secretary